

The complaint

Mr and Mrs C are unhappy that Royal & Sun Alliance Insurance Limited (RSA) didn't clear a blockage properly, causing them to make another claim under their home emergency insurance just a few months later.

Mr and Mrs C had home emergency cover with RSA. For ease of reading, I'll refer to Mr C.

What happened

Mr C explained that in December 2021, he called RSA to attend to a blockage in his upstairs toilets. Over the next 10 days, RSA attended on three occasions to descale the waste pipe before he was able to use the toilets again.

Three months later, both toilets were blocked again. Mr C claimed under his policy a second time. The engineer unblocked the toilets, but they were blocked again within two days.

The engineer completed a camera survey which revealed the waste pipe was heavily scaled. They descaled the pipes and Mr C said his toilets have worked satisfactorily ever since.

Mr C said the first engineer also completed a camera survey before descaling, so he complained to RSA that its engineers can't have done the work properly.

RSA sent Mr C a letter saying it was looking into his complaint. However, he didn't receive any further response, so he brought his complaint to us.

To resolve his complaint, Mr C wanted RSA to refund the second £60 policy excess he paid because he believes the work should've been completed properly the first time round. Further to this, he'd like RSA to make a financial award for the inconvenience caused.

Our investigator agreed with Mr C that RSA had done enough. He thought RSA should refund the second policy excess, and pay Mr C £150 compensation for the inconvenience.

RSA didn't respond to our request for information about Mr C's complaint, nor did it respond to our investigator's view. So, the complaint was passed to me to decide.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I've decided to uphold Mr C's complaint for the same reasons as our investigator. I'll explain.

Firstly, I'll point out that RSA hasn't provided me with any information to consider. In the absence of that, I can only consider Mr C's evidence and the balance of probability – what's likely to have happened. Mr C has kindly provided a copy of his policy and schedule, so I'm aware of the level of cover available to him.

- The policy provides Mr C with cover for pipe blockages.
- RSA's responsibility is set out in the policy which says it will unblock the pipes and restore toilet facilities.
- Any work completed by RSA under the policy is guaranteed for 12 months.
- The policy doesn't state whether any repairs would be permanent or temporary.

Given that the work is guaranteed for 12 months, and the policy confirms RSA will unblock the pipes and restore toilet facilities, I think it's reasonable to say the work done should've been a lasting repair. Instead, Mr C had to call RSA out on several further occasions before his toilets were properly unblocked.

In light of the inconvenience he says this caused him, I think it's reasonable for RSA to pay Mr C £150 for the failure to resolve matters during the first claim and for the repeat visits which could've been avoided.

Mr C asked for a refund of his second excess payment. I think that's a reasonable request because RSA should've restored facilities during the first claim. When it returned to resolve matters, I think it's fair to say that the second claim was covered by the guarantee for the first claim. Therefore, I don't think RSA should've charged Mr C a second excess.

To put matters right, RSA should refund the £60 excess Mr C paid for the second claim, and pay him £150 compensation for the repeat visits and inconvenience caused.

My final decision

For the reasons given above, my final decision is that I uphold the complaint and Royal & Sun Alliance Insurance Limited must:

- refund Mr and Mrs C's £60 policy excess charged for the second claim, and
- pay them £150 compensation in recognition of the failure to complete an effective and lasting repair from the start and for the inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 27 April 2023.

Debra Vaughan
Ombudsman